

BEFORE THE
ILLINOIS COMMERCE COMMISSION

IN THE MATTER OF:

WILHELMINA ANDERSON

V

COMMONWEALTH EDISON COMPANY

Complaint as to billing/
charges in Chicago, Illinois

) No. 08-0399
) Prehearing

Chicago, Illinois
July 23, 2008

Met pursuant to notice at 10:00 a.m.

BEFORE :

MR. JOHN RILEY, Administrative Law Judge.

APPEARANCES :

MS. WILHELMINA ANDERSON and
MS. YOLANDA ANDERSON
556 North Central Avenue
Chicago, Illinois 60644
appeared pro se;

MR. MARK L. GOLDSTEIN
3019 Province Circle
Mundelein, Illinois 60060
appeared for Commonwealth
Edison Company.

SULLIVAN REPORTING COMPANY, by
Teresann B. Giorgi, CSR

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I N D E X

<u>Witnesses:</u>	<u>Dir.</u>	<u>Crx.</u>	Re- <u>dir.</u>	Re- <u>crx.</u>	By <u>Examiner</u>
NONE					

E X H I B I T S

<u>Number</u>	<u>For Identification</u>	<u>In Evidence</u>
NONE		

1 JUDGE RILEY: Pursuant to the direction of
2 the Illinois Commerce Commission, I call
3 Docket 08-0399. This is a complaint by Wilhelmina
4 Anderson versus Commonwealth Edison Company with
5 regard to billing and charges in Chicago, Illinois.

6 Who is Ms. Anderson?

7 MS. W. ANDERSON: I am.

8 My daughter has been handling the
9 ComEd situation --

10 MS. Y. ANDERSON: With her.

11 MS. W. ANDERSON: -- with me.

12 JUDGE RILEY: Okay. And you are appearing
13 without counsel at this point, is that correct?

14 MS. W. ANDERSON: Yes.

15 JUDGE RILEY: Just to let you know, if you do
16 desire counsel at any time, you can have that
17 counsel file an appearance with us and they can
18 represent you, but they would accept the record as
19 it has developed to that point.

20 MS. W. ANDERSON: Okay.

21 JUDGE RILEY: And is the account in your name?

22 MS. W. ANDERSON: It is in my name.

1 JUDGE RILEY: And you are at 556 North Central
2 Avenue in Chicago, Illinois?

3 MS. W. ANDERSON: Yes, I am.

4 JUDGE RILEY: All right. Thank you.

5 Mr. Goldstein, you're here on behalf
6 of ComEd?

7 MR. GOLDSTEIN: That's correct, Judge.

8 JUDGE RILEY: Could you enter an appearance for
9 us, please.

10 MR. GOLDSTEIN: On behalf of Commonwealth Edison
11 Company, Mark L. Goldstein, 3019 Province Circle,
12 Mundelein, Illinois 60060. My telephone number is
13 847-949-1340. And I have with me today John Parise
14 of ComEd.

15 JUDGE RILEY: Thank you.

16 And, Ms. Anderson, I just want to try
17 to get a clearer understanding of your complaint.

18 It begins by saying that there was a
19 \$23,000 bill outstanding from 2004 to 2007?

20 MS. W. ANDERSON: Yes.

21 JUDGE RILEY: The address of 556 North Central
22 Avenue, is that a single-family home?

1 MS. W. ANDERSON: Yes, it is.

2 JUDGE RILEY: Two-story, three-story?

3 MS. W. ANDERSON: Two stories, yeah, first and
4 second floor.

5 JUDGE RILEY: Is there anything --

6 MS. W. ANDERSON: And attic.

7 JUDGE RILEY: Okay. Is there anything attached
8 to it, a garage or any other structure?

9 MS. W. ANDERSON: No, it's not attached to the
10 house.

11 MS. Y. ANDERSON: It's not attached --

12 JUDGE RILEY: Okay. Only one person can speak
13 at a time.

14 MS. Y. ANDERSON: Sorry.

15 MS. W. ANDERSON: It's not attached to the
16 house, but we do have a garage in the back.

17 JUDGE RILEY: But that doesn't have anything to
18 do with the heating or anything like that?

19 MS. W. ANDERSON: No.

20 JUDGE RILEY: What were the circumstances that
21 contributed to running up a \$23,000 bill over a
22 three-year period? Were you just unable to make any

1 payments at all or --

2 MS. W. ANDERSON: Yes.

3 JUDGE RILEY: Is the 23,000 still outstanding?

4 Because it was less than a year ago, September -- it

5 was for the period from 2004 to September 2007, and

6 that was probably ten months ago.

7 What is the amount that is owed now to

8 ComEd?

9 MS. W. ANDERSON: My daughter was handling that

10 part of it, so I'm going to let her speak, if it's

11 okay with you.

12 JUDGE RILEY: At this stage of the proceeding,

13 it's perfectly okay.

14 Mr. Goldstein, do you have any

15 objection?

16 MR. GOLDSTEIN: Not at all.

17 JUDGE RILEY: Let's get as clear an explanation

18 of this as we can.

19 If it did come down to the matter of

20 an actual trial, you would be the one that would

21 have to testify. And you could bring your daughter

22 in as an additional witness to testify under oath,

1 if necessary.

2 MS. W. ANDERSON: I understand.

3 JUDGE RILEY: And you are?

4 MS. Y. ANDERSON: I'm Yolanda Anderson.

5 JUDGE RILEY: Yolanda Anderson.

6 MS. Y. ANDERSON: Yes.

7 JUDGE RILEY: And you're the daughter of

8 Wilhelmina Anderson?

9 MS. Y. ANDERSON: Yes.

10 JUDGE RILEY: Okay. Please proceed with

11 whatever explanation.

12 MS. Y. ANDERSON: Okay, of the situation?

13 JUDGE RILEY: Right.

14 MS. Y. ANDERSON: As stated in our complaint

15 statement, the lights were disconnected on

16 September 21st, 2007. My mother was told by the

17 person who was there to disconnect the lights, to

18 first contact the Utility Board, which she proceeded

19 to do.

20 She spoke with a young lady by the

21 name of Sondra, who told her there's nothing that

22 she could do at that point until she speaks with

1 someone from ComEd directly.

2 She immediately got on the phone and
3 spoke to a representative from ComEd, I believe by
4 the name of Maria. Maria explained to my mother
5 that from what she sees on the system, there's a
6 \$23,000 bill owed. There is -- over \$13,000 of that
7 is late fees, which if she deletes those late
8 charges, that would leave a \$10,000 bill. She says,
9 If I set you up on a payment plan at this point, it
10 would be over \$500.

11 JUDGE RILEY: Over 500 per month.

12 MS. Y. ANDERSON: Per month.

13 Plus any additional bill for the
14 current charges if the lights were reconnected.

15 She said that, And from your income,
16 that I see, it would be impossible for you to do
17 anything with that.

18 At that point she referred her to
19 Ms. Charize Marsaw (phonetic). She introduced
20 herself as being in part of the executive offices.
21 This is what we were told.

22 My mother proceeded to directly go to

1 CEDA, which is an assistance service.

2 JUDGE RILEY: Right.

3 MS. Y. ANDERSON: She applied for that on
4 September 24th. That was the earliest she could get
5 in, I believe it was a Monday, because this happened
6 right at the brink of the weekend.

7 JUDGE RILEY: September 24th, 2007, right?

8 MS. Y. ANDERSON: 2007.

9 JUDGE RILEY: Right.

10 MS. Y. ANDERSON: In 2007.

11 We went down to CEDA. We made our
12 application to see whatever assistance we could get
13 in order to help contribute to the \$10,000. Because
14 we were told at that time that needs to be paid in
15 full, nothing can be accepted, you know, as far as
16 any down payment or anything like that. If we do
17 the \$10,000, we need to pay that in full, which, of
18 course, she was not in the position to do so.

19 She spoke with Charize on -- she was
20 able to contact her on October 4th, 2007. Charize,
21 therefore, reinstated what Maria had already told
22 us. She told us -- she told my mother, that --

1 after she explained the situation, she explained
2 that my father is very ill. He takes treatments
3 from the nebulizer, because he has a breathing
4 condition, a severe breathing condition. He's had
5 two cardiac arrests even since this whole situation
6 has happened. We did have a medical tag on the
7 meter for him, but it was removed two weeks before
8 the service was disconnected.

9 My mother explained this to her. She
10 says that, We no longer do the medical tags right
11 now, but please submit a letter from your doctor
12 explaining his current situation.

13 JUDGE RILEY: Right. I've seen the letter.

14 MS. Y. ANDERSON: Okay. She did so. She did
15 exactly what Charize told her to do. She submitted
16 the letter.

17 Charize called her back, says, No,
18 this letter was denied. Go back to your doctor and
19 get an in detailed medical statement, which I
20 provided. I have an extra copy, if you need --

21 JUDGE RILEY: Okay.

22 MS. Y. ANDERSON: The detailed medical

1 statement, the doctor goes in detail saying why
2 electricity is a must in the household, because of
3 my father's medical condition.

4 JUDGE RILEY: All right.

5 MS. Y. ANDERSON: My mother, also, is not very
6 well. And it's just very hard for her trying to
7 take care of him and her, as well.

8 JUDGE RILEY: Okay.

9 MS. Y. ANDERSON: Okay. We received two --
10 another letter denying that.

11 Ms. Warsaw (sic) then proceeded to
12 say, What can you afford right now in order to get
13 this situation on the bill, as it stands (sic)? My
14 mother said, Well, I will do the best that I can,
15 but the best I can see right now if I try to raise
16 1500. Ms. Warsaw says, Okay, that's fine. Go ahead
17 and try to do that. As soon as you do, call me, and
18 we'll see what we can do to restore the lights at
19 this point, whatever you come up with.

20 She did do that. She called
21 Ms. Marsaw -- I'm sorry, I did say Warsaw, it's
22 Marsaw.

1 JUDGE RILEY: Okay.

2 MS. Y. ANDERSON: We called Ms. Marsaw. She
3 says, Okay, I need you to take it to the Madison
4 Currency Exchange. She proceeded to give her
5 directions to where to take the payment. She took
6 the payment there and she said, Take the receipt and
7 fax it back to me and we'll proceed from there. She
8 followed these directions. She did so.

9 Time passed. Nothing happened with
10 the lights.

11 At that point, my mother contacted
12 someone from -- a Ms. Debbie Logan, she's in
13 Springfield. She's a part of the CEDA program in
14 Springfield. She explained the situation to her.

15 Ms. Logan looked over the situation
16 and said, Well, someone from CEDA should have gotten
17 back to you at this point. Because the date that we
18 made the payment was October 24th now. Again, mind
19 you, during this time they're still without lights.
20 Nothing has been done.

21 JUDGE RILEY: Okay. It's my understanding there
22 was no electric service to the house at all.

1 MS. Y. ANDERSON: There was no electric service
2 in this house.

3 JUDGE RILEY: And this has been the condition
4 since last September, is that correct?

5 MS. Y. ANDERSON: Since last September of
6 2007, September 21st, 10:00 o'clock in the morning,
7 2007.

8 JUDGE RILEY: All right. Was the \$13,000 in
9 late fees waived?

10 MS. Y. ANDERSON: The \$13,000 in late fees was
11 eventually waived all the way until March 3rd, 2008.
12 This is when a resolution that -- it was introduced,
13 like I said right at the beginning, it was not
14 resolved in that capacity until March 3rd, 2008.

15 JUDGE RILEY: All right. I'm not 100 percent
16 sure what, if I understand that -- is the full
17 \$23,000 still owing, or has the \$13,000 been waived?

18 MS. Y. ANDERSON: The full \$23,000 is not still
19 owed. The \$13,000 has been waived.

20 JUDGE RILEY: Okay.

21 MS. Y. ANDERSON: But the situation of this
22 whole complaint, of what we're saying -- in any

1 business, if you would allow me to say. In any
2 business, I work for a bank, and I know this isn't
3 part of the situation, but I work for a bank,
4 LaSalle Bank, which is now Bank of America.

5 JUDGE RILEY: Right.

6 MS. Y. ANDERSON: Of course, in any business,
7 when you're there to serve the customer -- it's
8 based on what I tell as a representative. As a
9 personal banker, a customer comes to me for help,
10 This is my situation. It's up to me to know the
11 company's policies and rules and let me know what
12 needs to be done. My managers, my supervisors are
13 on -- they expect this of me. That's what I would
14 be hired for.

15 JUDGE RILEY: All right.

16 MS. Y. ANDERSON: What my parents did, what my
17 mom did was, she called ComEd to ask them, This is
18 the situation. You did ask earlier, Had the bill
19 been lacking? No. They paid as much as they could.
20 They made payments throughout. And they paid as
21 much as they could. Sometimes they paid as much as
22 they could afford. Whatever they had on their

1 limited income, payments were coming in.

2 What did happen, however, in the year
3 of 2006 -- I'm sorry, it was July 23rd, 2005, they
4 had a severe fire and was out of the home and into a
5 temporary home until March of 2006.

6 JUDGE RILEY: All right.

7 MS. Y. ANDERSON: So during that period there
8 was a lot of charges and things going on. No one
9 was even in the property. So even though they felt,
10 even with the 10,000 during that time period, they
11 didn't see how that could be run up when they
12 weren't even in the home. But during the course of
13 these procedures, they have been speaking, like I
14 said, with unbelievable amount of people because
15 they keep getting passed from one to the other.

16 JUDGE RILEY: Right.

17 MS. Y. ANDERSON: One of the people --
18 Mr. Little (phonetic) said, Right now, Ms. Anderson,
19 due to your husband's condition, due to your -- my
20 mother has severe carpal tunnel syndrome and
21 osteoarthritis in her knees --

22 JUDGE RILEY: All right.

1 MS. Y. ANDERSON: -- my main concern is to get
2 the lights restored for you at this point, because
3 right now, you are in complete darkness.

4 JUDGE RILEY: And it was my understanding from
5 the complaint that there was a \$1500 payment made
6 from CEDA.

7 MS. Y. ANDERSON: Yes.

8 JUDGE RILEY: And was there an additional \$500
9 payment made?

10 MS. Y. ANDERSON: No. That would not be from
11 CEDA.

12 JUDGE RILEY: Then just the --

13 MS. Y. ANDERSON: Let me clarify that.

14 JUDGE RILEY: Okay. Please, go ahead.

15 MS. Y. ANDERSON: From CEDA -- it's such a
16 twisted story. I will try to be as brief as I can
17 because I know all of you gentlemen are very busy.

18 After my mother talked to Debbie
19 Logan, Debbie Logan says, Well, this is the
20 situation, Ms. Anderson, she told you that it seems
21 very odd nothing is being done. This is ridiculous.
22 You're a senior. You're elderly. Something needs

1 to be done. Has nobody from CEDA contacted you
2 about the grant they're going to be giving? We were
3 told 1500 preliminarily before things went through.
4 They were working on that.

5 She says, You need to, you know, do
6 something, get a lawyer or something, but before you
7 do that, give me an opportunity to make a call. She
8 made that call. The next contact that my mother had
9 was on the 29th of October from a person -- a
10 representative from CEDA by the name of Dominick.

11 Dominick said that, She had
12 reviewed -- reprocessed your application. We've had
13 a meeting with ComEd. And it has come to the
14 conclusion that all you owe is \$3,756 and you'll be
15 done. The 756, you're responsible for paying. The
16 \$3,000, we had also applied for a grant from
17 Catholic Charities at the time, which they were
18 going to grant us 1500, and we were also granted
19 1500 from CEDA, what they were saying that they were
20 working on at that time. She says, With our grant
21 and with Catholic Charities' grant, it should all be
22 wrapped up. My mother, at that point, went straight

1 into trying to raise the \$756.

2 In the meantime, we contacted Catholic
3 Charities, because CEDA already knew, they're the
4 ones who relayed the information to us. We
5 contacted Catholic Charities. The lady there said,
6 Well, Ms. Anderson, with the grant of this size,
7 because we get a lot of applications, we need some
8 kind of written confirmation from ComEd promising --
9 because they already told you nothing has happened,
10 if we release these funds to them on this, this is
11 going to resolve the situation and restore your
12 lights. She says, Okay, well, I'll do that.

13 She contacted Ms. Marsaw again.

14 JUDGE RILEY: Right.

15 MS. Y. ANDERSON: Told her the circumstances.
16 Ms. Marsaw refused. No, I can't do that. Now we're
17 stuck. We're trying to do what we can to get the
18 funds in order to take care of it and we're being
19 denied.

20 Okay. So my mother continued to try
21 to work. She went back to CEDA to see if they put
22 down -- if they processed their portion. What can

1 be done? We're trying to find out what's going on
2 with CEDA for what their portion of the contribution
3 is going to be, to no avail.

4 Later on, I believe the next person --
5 you correct me if I'm wrong -- the next person that
6 you spoke with, we got transferred to Ms. Kita
7 Dorsey (phonetic). She claims that she works in the
8 same office with Ms. Marsaw.

9 JUDGE RILEY: Okay.

10 MS. Y. ANDERSON: Why Ms. Marsaw -- to get it
11 out of the way -- why Ms. Marsaw stepped out of the
12 situation when she was in the executive offices, I
13 don't know --

14 JUDGE RILEY: That's fine.

15 MS. Y. ANDERSON: -- it wasn't given to us. We
16 don't know the destination. We just go with what
17 ComEd was sending us to.

18 Kita Dorsey then proceeded to say --
19 we told her the situation, what Dominick said from
20 ComEd. She said, I don't know anything about a
21 Dominick. ComEd is the only one who can make
22 decisions for ComEd. So now we're back to square

1 one again. Everything that was already reached is
2 back.

3 JUDGE RILEY: Okay.

4 MS. Y. ANDERSON: Okay. So now we're back.

5 We said, Okay. What are we dealing
6 with now? She goes back to -- well, from what I can
7 see, is the 23,000. We go back into question, Well,
8 how did that happen from the year 2004 to 2007, to
9 run up a bill such as that, especially when we were
10 out of the house for a full -- almost a full year?

11 Okay. So she says -- my mother went
12 on to proceed to say -- if you go to the store and
13 buy anything, you would get a receipt to find out
14 what's going on. Here's another situation. Kita
15 says, Well, I'll have to order your bill in order to
16 get that because it's quite a bit back, I'll have to
17 order it. It's going to take a couple of weeks.
18 Now we've proceeded off into the month of December.

19 In the meantime, like I said, there's
20 no lights. The weather is beginning to break now.
21 My mother -- they had to go and make a loan on their
22 home in order to get funds to provide a generator.

1 They needed oil for their heaters, they got the
2 kerosene heaters. And it was a hundred and
3 something dollars -- a hundred and one dollars a day
4 in order to keep these things going. Can you
5 imagine gas prices now? You have to put gas in the
6 generator --

7 JUDGE RILEY: Right.

8 MS. Y. ANDERSON: -- twice a day. You have to
9 get kerosene in order for them just to live. Food
10 was spoiling, things like that. And it was just by
11 the grace of a neighbor that allowed us, when my
12 father would have these horrible attacks, to use an
13 extension cord in order for him to get his medicine
14 in so he would be okay. Which, like I said, he went
15 into two cardiac arrests during this time, which
16 they were fully aware of.

17 JUDGE RILEY: So you're not even certain how the
18 23,000 --

19 MS. Y. ANDERSON: At this point, we are not --

20 JUDGE RILEY: -- piled up in the first place.

21 MS. Y. ANDERSON: Exactly. We are not certain
22 of it. And Kita was supposed to provide this for

1 us.

2 JUDGE RILEY: And you were out of the home for
3 ten months because of that fire, roughly ten months.

4 MS. Y. ANDERSON: Roughly ten months because of
5 the fire.

6 JUDGE RILEY: And no electricity was being used
7 at all at that time?

8 MS. Y. ANDERSON: No electricity was being used
9 at that time because we couldn't even start work.
10 Now, according to their documents, they have a
11 billing for it. But no electricity was being used
12 because of the -- I think it was the hurricane in
13 New Orleans that was happening at that time.

14 MS. W. ANDERSON: Katrina.

15 MS. Y. ANDERSON: The insurance company, they
16 were dealing with that. And it took them quite a
17 long time before they even gave us the settlement
18 for us to start building on the house. We didn't
19 get that until November of that year, 2005.

20 JUDGE RILEY: Now, the repairs were eventually
21 made to the home?

22 MS. Y. ANDERSON: The repairs were eventually

1 made to the home. And a generator was used by the
2 contractor, who did it, because, yes, electricity
3 was damaged.

4 JUDGE RILEY: That was where the electricity
5 came from then --

6 MS. Y. ANDERSON: Yes.

7 JUDGE RILEY: -- the generator itself.

8 MS. Y. ANDERSON: Yes.

9 JUDGE RILEY: Were you billed for that
10 electricity, do you know, or was the contractor
11 billed?

12 MS. W. ANDERSON: No, we probably were billed.

13 MS. Y. ANDERSON: We were billed within the
14 building settlement that we got from the insurance,
15 we had to pay accordingly. For whatever work needed
16 to be done, we had to pay that.

17 JUDGE RILEY: For about ten months prior to
18 that, there was no electricity being used in the
19 home at all.

20 MS. Y. ANDERSON: About ten months prior to --
21 exactly. Exactly. We were out of the home. The
22 address that we were at is 918 Humphrey. We rented

1 from a gentleman named Mr. Michael Olack (phonetic).

2 You can check that.

3 JUDGE RILEY: Now, as far as you can understand
4 now, instead of having \$3,756 due, you're back to
5 the original \$23,000?

6 MS. Y. ANDERSON: When we got in touch with
7 Kita Dorsey, we were back to the \$23,000 situation.
8 This is where I'm going.

9 She was supposed to provide us with
10 the documents to show us how did this occur? She
11 told us two weeks. This is in December now. We
12 waited the two weeks, nothing from Kita.

13 My mother called the Utility Board,
14 spoke to Sondra again. Sondra called Kita and
15 asked, you know, It's their rights to do it. My
16 mother even asked Sondra from the Utility Board, Do
17 you think I should go ahead and pay the 756? She
18 says, No. Wait until you get your documentation
19 before you go any further because if they're not
20 honoring that, then you're putting money on
21 something that you're not -- you know, we don't know
22 what's going on.

1 So my mother followed those
2 instructions. Kita knew about it. She said in two
3 weeks. Never heard anything from Kita. My mother
4 called Sondra from the Utility Board. She called
5 Kita and told her, You're not doing your job.
6 You're supposed to have these documents to them. In
7 the meantime, they're going through all this stress
8 with gasoline and things like that, every day it has
9 to be purchased, please, this is a great emergency.
10 It's already gone on over two or three months.

11 Kita says, Well, I'm -- Kita calls my
12 mother again, and she's quite upset, Why did you
13 report me? I'm doing everything that I can, you
14 know, so on and so forth and is yelling at her. My
15 mother -- she said, I'm working on it. We still
16 haven't gotten it yet.

17 To make a long story short, we did not
18 receive any documents. She kept telling us, It's in
19 the mail. It never came in the mail. We did not
20 receive anything from Kita until Friday, January
21 24th of 2008, that's the first time that we did
22 receive --

1 JUDGE RILEY: Okay. What did you receive?

2 MS. Y. ANDERSON: What we received is an Excel
3 printed bill that she filled out, of 1998 up to this
4 point, for us to go through. Now, from Day 1, we
5 were told from 2004 to 2007, this is how this bill
6 accumulated. Now we have a printout going back from
7 1998.

8 JUDGE RILEY: It's almost like a whole
9 history --

10 MS. Y. ANDERSON: A whole history.

11 JUDGE RILEY: -- of bills and payment.

12 MS. Y. ANDERSON: Exactly. Exactly. That we're
13 supposed to go through and sort out what happened
14 where.

15 So Kita said, Whenever you look it
16 over, call me and I will be willing to talk to you
17 about this. Okay. So we do so. We called Kita.
18 We talked to her about it. I spoke with her. My
19 mother was present on conference call. I told her,
20 In looking at all this, I see where we pulled out
21 the late charges that were given. And we pointed
22 out the fact that the 2005, 2006 error. She said,

1 Well, all I can do is give you what's on the system.
2 When I was telling her, we were not on our property
3 during this time, yet we're being billed for it.

4 We found the \$13,000 worth of late
5 charges. We found the 10,000 that they were due,
6 but it wasn't from 2004 to 2007, as the executive
7 person in ComEd -- we didn't hire these people --

8 JUDGE RILEY: No, I understand.

9 MS. Y. ANDERSON: We can only go with what they
10 tell us.

11 JUDGE RILEY: Right.

12 MS. Y. ANDERSON: She said, 2004 to 2007. The
13 only way that that could work out is if they were to
14 go back to the year 2000, all the way up to
15 September 21st, 2007. And with that timespan in
16 there of us being out of the house, with those
17 charges also included.

18 JUDGE RILEY: And that was for the 10,000?

19 MS. Y. ANDERSON: That was for the 10,000.

20 JUDGE RILEY: That went all the way back to 2000
21 to 2007.

22 MS. Y. ANDERSON: 2000 to 2007, correct.

1 JUDGE RILEY: And that includes the time that
2 you were out of the house because of the fire.

3 MS. Y. ANDERSON: And that includes the time
4 that we were out of the house because we had a fire,
5 yet there were charges for that, and that's how the
6 10,000 came.

7 JUDGE RILEY: Okay.

8 MS. Y. ANDERSON: So, we're speaking with Kita
9 on that. Mr. Corvel Barnett (phonetic), Mr. Corvel
10 Barnett contacts us -- we were dealing with
11 Ms. Drummond -- there are several people. Catholic
12 Charities, we lost the first grant from them -- let
13 me go back. And I'm sorry if I have to go back a
14 lot, but there were so many twisted things --

15 JUDGE RILEY: Okay.

16 MS. Y. ANDERSON: -- and we spoke with so many
17 people.

18 JUDGE RILEY: That's okay.

19 MS. Y. ANDERSON: We lost the amount from
20 Catholic Charities, the first 1500. They said, You
21 took too long. Other people needed it, we had to
22 give it. Nobody would give us confirmation --

1 JUDGE RILEY: All right. Okay.

2 MS. Y. ANDERSON: -- you had to lose it.

3 Okay. We're still waiting on
4 confirmation from CEDA, what they're going to give
5 at this point.

6 She applied again for Catholic
7 Charities on a second grant. She was working with
8 Ms. McIntyre from Catholic Charities, okay.

9 Corvel Barnett says, Yolanda, you can
10 do -- he repeated now, \$10,000, granted, he took it
11 over from Kita, why, how, we don't know. He said --

12 JUDGE RILEY: Let's --

13 MS. Y. ANDERSON: He says he's the internal
14 services, ComEd.

15 \$10,000, don't worry about the late
16 fees. Those will be deleted. This is what we're
17 working with. We need a 20 percent payment on that.
18 Now, this is the first time that they came with this
19 type of solution.

20 We presented to him, We've already
21 paid 1500 -- 20 percent on that will be 2,000.
22 We've already paid 1500 of it, Mr. Barnett. He

1 says, Yes, I see that. I told him, We have
2 receipts. We have everything documented of what we
3 did. He says, Okay. Yes, I see that, but what are
4 you doing as far as grants? We told him what we're
5 doing, Right now we're waiting on another grant from
6 Catholic Charities for \$2,000. We're waiting to see
7 what CEDA is going to come up with. While we're
8 talking to him about that, he says, Well, let's see
9 what we can do because we need to get this bill down
10 as much as possible so that you can get your lights
11 restored and we can get you on some type of payment
12 plan for the remainder of the balance. We said,
13 Okay.

14 We went to Mr. Little from the
15 Department of Aging, that's their social worker, a
16 counselor. He looked at the situation. He says,
17 Well, we will try to get a grant in there, as well,
18 to try to help you, but, Ms. Anderson, right now go
19 ahead and do whatever they say at this point,
20 because I need to get these lights on for you. It's
21 going on too long. It's putting too much pressure
22 (sic). You're going out and trying to buy kerosene

1 gas, things like that. My concern right now, let's
2 get the lights on. We'll deal with the other issues
3 later. So, we said, Okay. She said she'll deal
4 with the 10,000 and see what we can do with that,
5 but they're not honoring the 1500 that was
6 presented.

7 JUDGE RILEY: All right.

8 MS. Y. ANDERSON: Okay.

9 JUDGE RILEY: And that's what it says in your
10 complaint.

11 MS. Y. ANDERSON: Yes, that's what it says.
12 They're not honoring the 1500, which was given after
13 the lights were cut off, and was given under the
14 understanding that this is a down payments on
15 towards the bill, the 10,000, and getting the lights
16 restored, but nothing came, it was to no avail.

17 JUDGE RILEY: All right.

18 MS. Y. ANDERSON: We move on with that.

19 So we said, Okay, we'll try to work
20 with that. In the meantime, Mr. Barnett says, Well,
21 Yolanda, what I'm going to do -- that's myself, and
22 my mother was in the conference call, What I'm going

1 to do then is, since you're getting grants --
2 because once we get these lights on, you're going to
3 have the bill -- once again, you're going to have
4 the bill, the current bill, plus you're going to
5 have whatever payment plan. We need to get it down
6 as much so that we can get this settled. I want you
7 to get as many grants as you can in order to get
8 this 10,000 down because I understand your
9 situation. We're thinking, okay. We're working
10 with Catholic Charities. We're working with the
11 Utility Board. We're still waiting with CEDA.

12 In the meantime, we're getting a lot
13 of information from CEDA now. I don't know if this
14 is something of interest to you with CEDA, but this
15 is what happened. A lady by the name of Linda
16 called and said, Why hasn't CEDA presented -- or
17 come to you with any kind -- you should have had a
18 letter of determination by now. We said, We haven't
19 received anything from CEDA. Every time we try to
20 call them and tried to check into the situation,
21 they're saying it's still under determination. It's
22 still under determination. Okay.

1 My mother went down to CEDA to see
2 what was going on. They said, It's still under
3 determination. This lady Linda gives us numbers to
4 call, because we should have had a letter by now.
5 When we called CEDA says, You're grant has been
6 canceled because you never gave any down payment.
7 You never gave anything to ComEd. Because you're
8 supposed to give a \$75 fee, I guess, to get things
9 rolling, to show that -- in good faith, that you're
10 giving something.

11 We told them, in good faith, something
12 was presented, \$1500. They proceeded to tell us to
13 fax that receipt to them and they'll proceed from
14 there. We did that. They said, It's still under
15 determination.

16 We were referred over to Mr. Agnew, I
17 believe, from the Commission's department, to call
18 him. We tried to call him at that time, but he
19 wasn't in the office. And I believe you tried to
20 contact Debbie Logan to see what can be done now.
21 They said that there's nothing that they can do.
22 They sent the case back to CEDA. CEDA sent it to

1 them. They sent it back to CEDA.

2 Later, Debbie said, Go down to the
3 CEDA offices, tell them you will not leave until you
4 get a letter of determination, because we've put
5 this application in since September 24th, 2007. It
6 is now into the year 2008. Don't leave. Speak to a
7 supervisor.

8 We spoke to Monica down there. She
9 gave a printout of what CEDA would give. CEDA said
10 that they would now give \$878, which they did, which
11 would be applied to the ComEd bill, 878. If you
12 need documents, I have that.

13 JUDGE RILEY: I understand that.

14 But 1500 was originally paid.

15 MS. Y. ANDERSON: 1500 was originally paid
16 October 24th.

17 JUDGE RILEY: Okay. And that did not restore
18 service?

19 MS. Y. ANDERSON: That did not restore service.

20 JUDGE RILEY: And we don't know where the 1500
21 went.

22 MS. Y. ANDERSON: From what I can see, we

1 received a bill later issued on October 24th, now
2 the bill is showing on this one, on October 24th,
3 the same day we made the 1500, our bill is now
4 \$25,199 and some odd cents.

5 JUDGE RILEY: All right. Did CEDA ever issue
6 the \$878?

7 MS. Y. ANDERSON: CEDA did issue the 878.
8 Mr. Parise did send us a printout of that. I do see
9 the 878 on there.

10 JUDGE RILEY: Was the 1500 CEDA?

11 MS. Y. ANDERSON: The 1500 was not CEDA. I'm
12 going right into that for you right now.

13 JUDGE RILEY: Okay.

14 MS. Y. ANDERSON: After going through all of
15 this, dealing with all these people, we get down to
16 Catholic Charities.

17 Catholic Charities says, Ms. Anderson,
18 I'm very concerned. This has gone on -- this has
19 gone on six or seven months at this point. What can
20 we -- I need to speak to Mr. Barnett and get
21 something in writing from him. If I release my
22 funds now -- because they're a charity, they have to

1 put it where they can. They have to be insured, you
2 know, this is going to help -- I need something in
3 writing saying, You're going to give these people
4 restored services and try to work out something.
5 Mr. Barnett says, No, all I can do -- she spoke with
6 him, Ms. McIntyre of Catholic Charities, she had a
7 personal conversation with him. He says, No, I
8 won't do that. I'm sorry. I can't do that. I
9 can't give you anything in writing. Right now I'm
10 going to show the bill as 23,000. I will delete the
11 fees, but I can't give you anything in writing.
12 You're going to have to take my word for it.

13 So Ms. McIntyre says, Well, that's
14 ridiculous. We're here offering -- we're telling
15 you we're going to give you the down payment in
16 order to restore the service. Why won't you give us
17 something? I mean, we have a business, too. We
18 have to, you know, document things. I'm sorry, I
19 can't do that.

20 Mr. Little from the Department of
21 Aging also contacted -- because he said, If Catholic
22 Charities is going to give it, we'll see what we can

1 do to give -- to match that, the 2500.

2 I'm sorry, Catholic Charities, after
3 knowing the situation, actually gave -- was it 2,000
4 or 25- --

5 MS. W. ANDERSON: 2,000.

6 MS. Y. ANDERSON: It was 2,000, I'm sorry.

7 They would match the 2,000 that they
8 gave, but they gave it in two payments. That's
9 where you see a 1500 and there's a 500. That's two
10 checks because they said it came from two different
11 entities.

12 JUDGE RILEY: All right.

13 MS. Y. ANDERSON: And I provided documents
14 showing the checks.

15 JUDGE RILEY: I saw that.

16 MS. Y. ANDERSON: ComEd did cash them, so on and
17 so forth.

18 Ms. McIntyre, after hearing the
19 situation, she was upset about it. She said, I
20 don't understand why this gentleman won't give me,
21 you know, the documentations if these are the
22 agreements. We need something for our protection,

1 because right now, you know, it's just him telling
2 me this. And I don't know they won't be going back
3 on what he said again.

4 So because of our situation, she went
5 ahead and issued the money. She said, Ms. Anderson,
6 you've gone through enough. I'm going to go ahead
7 and bite the bullet and present the checks to them.
8 She did so. She sent a \$1500 and a \$500 check.

9 We were working -- in the meantime, we
10 were looking to see what CEDA was doing. CEDA did
11 do the 878.

12 I spoke with Mr. Barnett about the
13 1500 that we originally gave. The rules are 20
14 percent on the 10,000, that's where that was
15 supposed to be applied, 1500, 2,000 from Catholic
16 Charities and 878. The bill should have been
17 reduced to 5,922. And even at that -- at this
18 point, they've gone into deeper debt, where if
19 things were stated -- I'm a representative. I know
20 the rules. Even if they said 20 percent on this
21 amount, if we did it in the beginning. When they
22 made the loan on the mortgage of their home, they

1 could have taken that money, settled the bill, all
2 of us could be somewhere doing something else right
3 now. That was never done.

4 Nothing was ever solidly stated, where
5 actions was coming behind it until Mr. Barnett came
6 in. But even with him, he would not fully
7 cooperate. And all we were doing, was trying to see
8 what could we do to work with the 10,000, as
9 Mr. Little advised us to do, To try to get the
10 situation, to get it situated, so you can stay away
11 from stress.

12 One last thing to wrap up.

13 JUDGE RILEY: Sure.

14 MS. Y. ANDERSON: It still goes on.

15 JUDGE RILEY: There's still no service?

16 MS. Y. ANDERSON: There's still no service, yet.
17 They supplied the \$2,000 to it, two separate checks.

18 Mr. Barnett called me and verified,
19 Yes, I received the 1500. I said, You should be
20 expecting another 500, because Ms. McIntyre from
21 Catholic Charities says that another is coming in.
22 They did that, as well.

1 JUDGE RILEY: Okay.

2 MS. Y. ANDERSON: He said, Okay. I've got the
3 \$500 check, Yolanda. We're going to see what we can
4 do now to restore services.

5 If you don't mind if I go back one
6 step behind.

7 JUDGE RILEY: Go on.

8 MS. Y. ANDERSON: Mr. Little also wants to speak
9 with Mr. Barnett in person about the bill, because
10 he wants me to go to his supervisors, it's something
11 with grants. When your bills are showing a large
12 amount like that, they're skeptical to give you
13 anything, because they feel like, What's it going to
14 do for you?

15 JUDGE RILEY: All right.

16 MS. Y. ANDERSON: With something like that,
17 that's just a -- with the late charges piling up,
18 any 2,000 or a 1,000 that we give you is just going
19 to get eaten right back up, that's not going to help
20 you. We can apply that to somebody that it's
21 actually going to help and get them clear and free.

22 So Mr. Little wanted from Mr. Barnett

1 a statement, written, saying that, With these things
2 deleted, with everything going, they're balance as
3 of now, so that I can present it to my supervisor in
4 order to get more grants for these people. He says,
5 No. He refused, again. He says, No, I can't do
6 that. Right now all I can give you, and only with
7 their permission, is the bill for \$23,000. I'm
8 giving you my word on it. You're going to have to
9 accept that.

10 So Mr. Little says, Well, I can't go
11 to them on a word. You know, I need something to
12 present.

13 MS. W. ANDERSON: On paper.

14 MS. Y. ANDERSON: They would not do that.

15 In the meantime, Catholic Charities
16 goes ahead and releases their funds. CEDA goes
17 ahead and releases their funds.

18 You also applied for something with
19 the Senior Satellite Department. I believe they
20 gave her \$400, if I'm not mistaking. We pay 40 and
21 they'll also pay the rest of it, for the 400. So
22 we're doing everything we can to get as many grants

1 to get this bill down.

2 Mr. Barnett also tells us, Well, let's
3 start working on what kind of payment plan that
4 you're able to deal with right now. What can you
5 give? We explained the situation, the debt that
6 they have now gone into because of the -- you know,
7 they have to live.

8 JUDGE RILEY: Right.

9 MS. Y. ANDERSON: The debt that they have gone
10 into because -- now they have a mortgage bill as
11 well as their regular bills, plus the upcoming bill.
12 And they were saying, We want to solve this as much
13 as possible. The best that we can come up with and
14 me telling you the truth, with paying the current
15 bill, once we get the lights restored, is \$100. He
16 says, Well, normally they don't want that. They
17 want something a little larger because they can only
18 give you a year to pay this off. And your bill is
19 still pretty high, about 8,000 or so.

20 So we were saying, Well, Mr. Barnett,
21 with everything deducted, it should be 5,000. He
22 said, Even on that, it's going to be more than \$100

1 a month. He said, But let me go on and present it
2 to my superiors. I will get back to you.

3 He presented it to his superiors. I
4 said, Please let them know the situation and the
5 circumstances. We don't want to tell you 300,
6 knowing that that can't happen, even with me helping
7 them.

8 So he does that. He calls me back,
9 They denied that. They said no. You're going to
10 figure out something else. \$100 is too low for us
11 to do anything with it.

12 JUDGE RILEY: Okay. It appears to me that
13 nearly 3300 has been paid on this in the last year
14 or so, since like last October, and that was -- I
15 mean, I can understand it wouldn't be enough if the
16 bill was \$23,000.

17 MS. Y. ANDERSON: Right.

18 JUDGE RILEY: But if it was paid on 10,000,
19 there should be about what, \$6500 on the balance,
20 plus interest and penalties that may have piled up
21 since then.

22 MS. Y. ANDERSON: Yes. Yes.

1 JUDGE RILEY: Let me turn to ComEd.
2 Mr. Goldstein, what is ComEd's
3 position here?
4 MR. GOLDSTEIN: Well, I think that Mr. Parise
5 should be able to explain it since he's, obviously,
6 entered the conversation that Ms. Anderson just had
7 with you regarding the status of the service and the
8 bill.
9 JUDGE RILEY: Mr. Parise?
10 MR. PARISE: First of all, your Honor, ComEd has
11 really gone above and beyond the call of duty, I
12 think, to try to help this customer. They've
13 credited her account with \$13,000 in late payment
14 charges. Those have been taken off.
15 I think I sent you a statement of your
16 account.
17 MS. Y. ANDERSON: You did. You sent us a page.
18 MR. PARISE: And as you can see --
19 MS. Y. ANDERSON: We submitted it to you in the
20 packet.
21 MR. PARISE: As you can see by looking at the
22 statement, there's \$878 applied to your account, a

1 credit. There was \$1500. And then we took off the
2 late charges of \$13,615. Your balance on your
3 account, as we speak today -- I'm not sure you have
4 a copy of this new statement, I think I mailed that
5 to you, I'm not sure.

6 MS. Y. ANDERSON: The new statement?

7 MR. PARISE: Yes.

8 MS. Y. ANDERSON: The new statement came from
9 the regular sources.

10 MR. PARISE: It also shows the additional \$500
11 payment that you got from Catholic Charities. So
12 all the payments that we talked about have been
13 applied to the account. In addition to that,
14 there's a thousand-dollar payment that you got as a
15 special hardship case --

16 MS. Y. ANDERSON: We applied for that last month
17 in terms of --

18 MR. PARISE: Sure.

19 MS. Y. ANDERSON: -- helping with the situation.
20 Yes.

21 MR. PARISE: You did get that.

22 What it comes down to -- maybe, your

1 Honor, we can go off the record on this, so we can
2 talk about this?

3 JUDGE RILEY: Go back to the balance, today's
4 balance.

5 MR. PARISE: Today's balance is \$7,322.29.

6 JUDGE RILEY: Okay.

7 MR. PARISE: One other comment for the record
8 is, my records indicate that there's usage going
9 through the meter, that the power is on.

10 You're saying the power is not on?

11 MS. Y. ANDERSON: As of now?

12 MR. PARISE: Right.

13 MS. Y. ANDERSON: No, the power is on. I said
14 the lights were restored. I was just bringing you
15 up to date. Eventually on March 3rd, 2008 -- and if
16 you also notice in your records, you'll see that
17 every bill from that point is paid, right on time.
18 I have all the receipts.

19 MR. PARISE: I wanted to make sure that we got
20 that on the record --

21 MS. Y. ANDERSON: March 3rd, 2008, is the date
22 that the power was eventually restored after

1 Catholic Charities provided their 1500 and their
2 500. Our agreement with Mr. Barnett was he would
3 deduct that.

4 JUDGE RILEY: Okay.

5 MS. Y. ANDERSON: Our 1500 and the 878 from CEDA
6 to get to 5,922 --

7 JUDGE RILEY: Right.

8 MS. Y. ANDERSON: -- which was the agreement.

9 JUDGE RILEY: So what we're talking about now is
10 the \$7322.29.

11 MS. Y. ANDERSON: Right. Right.

12 JUDGE RILEY: That is the outstanding balance on
13 the account.

14 MS. Y. ANDERSON: That's what they're saying the
15 outstanding balance is. We're saying that it should
16 be lower than that --

17 JUDGE RILEY: Right. Okay.

18 MS. Y. ANDERSON: -- because the 1500 was not
19 applied to the bill.

20 JUDGE RILEY: Mr. Parise, you mentioned going
21 off the record.

22 Do you want to have a moment with

1 the --

2 MR. PARISE: Well, we can all talk together,
3 your Honor.

4 JUDGE RILEY: Would it be helpful if I was out
5 of the room?

6 MR. PARISE: It's up to you. It doesn't make
7 any difference. If you would like to step out for a
8 couple minutes, that's fine.

9 JUDGE RILEY: Okay. Why don't we go off the
10 record and let the parties talk and see what --

11 MR. PARISE: I don't know if it'll take a long
12 time or just a real short time.

13 (Whereupon, a discussion
14 was had off the record.)

15 JUDGE RILEY: Back on the record.

16 I've given the parties a few moments
17 to discuss this matter among themselves out of my
18 earshot and it doesn't appear to me that anything is
19 getting done.

20 Ms. Anderson, the only thing that I
21 wanted to ask you at this point is what -- other
22 than the original -- there was an original \$1500

1 payment that was paid, that you say was not applied
2 to the account --

3 MS. Y. ANDERSON: Was not applied to the 10,000.
4 It was applied to the account.

5 JUDGE RILEY: All right. It was not applied to
6 the 10,000.

7 MS. Y. ANDERSON: Which is what it was given
8 for.

9 JUDGE RILEY: What was applied to?

10 MS. Y. ANDERSON: Late fees.

11 MS. W. ANDERSON: Late fees.

12 JUDGE RILEY: Late fees.

13 MS. Y. ANDERSON: Yes.

14 JUDGE RILEY: And these were the late fees that
15 were eventually waived.

16 MS. Y. ANDERSON: These are the late fees that
17 were eventually waived --

18 JUDGE RILEY: All right.

19 MS. Y. ANDERSON: -- because the bill came up to
20 25,000 after we paid the 1500.

21 JUDGE RILEY: I understand all that.

22 What do you want the Commission to do

1 with this complaint? What do you want us to do?

2 MS. Y. ANDERSON: The only thing that we were
3 asking, the agreement between the representative
4 from ComEd was they would apply our 1500 to the
5 10,000, the 878 from Catholic Charities and the
6 2,000. And all of you gentlemen are good with math,
7 I'm sure, that would be 5,922. We never started
8 from that point in order for us to get --

9 JUDGE RILEY: All right.

10 MS. Y. ANDERSON: -- and as this goes on, late
11 fees are constantly piling --

12 JUDGE RILEY: I understand.

13 MS. Y. ANDERSON: -- it's making the bill 7
14 again, 8 again.

15 JUDGE RILEY: I understand.

16 MS. Y. ANDERSON: We're doing all we can.

17 JUDGE RILEY: All right. It was a \$1500 and a
18 2,000 payment from Catholic Charities -- I'm sorry,
19 let me start it over.

20 MS. Y. ANDERSON: Yes.

21 JUDGE RILEY: A \$1500 and a \$500 payment from
22 Catholic Charities.

1 MS. Y. ANDERSON: Correct. Yes.

2 JUDGE RILEY: 878 from CEDA.

3 MS. Y. ANDERSON: Yes.

4 JUDGE RILEY: And then earlier on there was a
5 \$1500 payment from whom?

6 MS. Y. ANDERSON: Us.

7 JUDGE RILEY: Oh, that was --

8 MS. Y. ANDERSON: In cash. This was my mother
9 going to a currency exchange in (sic) cash. I have
10 the receipt, if you need to document it.

11 JUDGE RILEY: And that was applied, you say, to
12 the late fees and not to the balance of the 10,000.

13 MS. Y. ANDERSON: Yes.

14 JUDGE RILEY: And that's, essentially, what
15 you're objecting to now.

16 MS. Y. ANDERSON: Because if it was -- if you
17 take those amounts from it, it clearly states it for
18 itself.

19 JUDGE RILEY: All right. Mr. Parise, what --

20 MR. PARISE: If I can ask this question, if I
21 might.

22 Are you saying that you're willing to

1 pay \$5,922?

2 MS. Y. ANDERSON: What we're saying, what our
3 agreement was with Mr. Barnett, Get the bill down as
4 much as possible, so that we can set up a payment
5 plan --

6 MR. PARISE: I asked you a question. I asked
7 you a question.

8 Are you willing to pay \$5,922. Yes,
9 no answer.

10 MS. Y. ANDERSON: We are willing to pay \$5,922.
11 We cannot pay it out full because they are in debt
12 now due to this situation. It would have to be some
13 type of payment plan set up in order for them to
14 honor that. We will not lie to you and tell you
15 something --

16 JUDGE RILEY: All right.

17 MS. Y. ANDERSON: -- when we know that we
18 cannot.

19 JUDGE RILEY: Is that what Commonwealth Edison
20 is saying now would satisfy the --

21 MR. GOLDSTEIN: No, we're not saying that at
22 all, Judge.

1 MR. PARISE: No.

2 Your Honor, I'm saying, if \$5,922

3 could be paid in full today, I would accept that.

4 But I don't think you can do that.

5 MS. Y. ANDERSON: I'm telling you, no, we cannot

6 due to the fact that we've already gone into debt

7 during the course of these discrepancies, which we

8 had no power over. We did everything that was asked

9 of us. That's all I can tell you.

10 JUDGE RILEY: Your complaint comes down to, what

11 you can perceive, is a misapplication of the \$1500

12 cash payment that was made.

13 When was that payment made?

14 MS. Y. ANDERSON: October 24th, 2007. And faxed

15 over to Ms. Marsaw. She instructed us where to go

16 to --

17 MR. GOLDSTEIN: Judge, rather than --

18 JUDGE RILEY: Go ahead.

19 MR. GOLDSTEIN: -- I haven't said very much this

20 morning --

21 MS. Y. ANDERSON: Sure.

22 MR. GOLDSTEIN: -- I've allowed Ms. Anderson to

1 do all the talking.

2 But it just seems to me, and I'm just
3 listening to this for the first time, it appears to
4 me that their starting point for what they believe
5 their balance owed, the 23,000-plus number, was in
6 fact, actually 25,000.

7 JUDGE RILEY: All right.

8 MR. GOLDSTEIN: And if you start with that
9 number and you apply all of the numbers that she's
10 talked about this morning, you end up with the
11 7322.29 figure, and that's really the balance.

12 If they're going to insist upon -- I
13 don't think it makes much difference whether it's
14 one number or the other, they can't pay it anyway.

15 So I guess the bottom line of it all
16 is, that we ought to go to hearing. We'll bring in
17 somebody to discuss the application of all the
18 payments --

19 JUDGE RILEY: To testify to it.

20 MR. GOLDSTEIN: -- to testify to every single
21 bill and every single payment and we'll just go from
22 there.

1 JUDGE RILEY: Is there any possibility with
2 regard to the current balance of 7322.29, that
3 Commonwealth Edison will accept some kind of a
4 payment plan or offer some kind of a payment plan?

5 MR. PARISE: Because of the amount of money, we
6 typically don't go over one year.

7 JUDGE RILEY: Okay.

8 MS. Y. ANDERSON: That's what we were told.
9 That's why we just wanted everything --

10 JUDGE RILEY: So dividing 7322.29 by 12 months
11 would come to a monthly figure that the Complainant
12 could not possibly --

13 MS. Y. ANDERSON: Especially after being placed
14 in a position where they had to go into further
15 debt. Where, again, please understand, even if
16 everything was applied, as it should, and we were
17 told by ComEd -- you're saying that we were under
18 the impression, we weren't under the impression.

19 If this is your room here for the
20 conference and you tell me something and I follow
21 your instructions, what more can I do? I can't --

22 JUDGE RILEY: I understand --

1 MS. Y. ANDERSON: -- guess, Oh, they're telling
2 me 23, but now it's 25. The only time that we were
3 notated (sic) -- or told about the 25,000, through
4 documentation, which I can provide to you --

5 JUDGE RILEY: Ms. Anderson, that's all
6 irrelevant now.

7 MS. Y. ANDERSON: -- October 24th, which is the
8 same day that we paid the 1500. So the same day
9 that we paid the 1500, we were given a bill for a
10 higher amount. That seems very --

11 MR. PARISE: For the record, let me just make
12 one comment.

13 It doesn't matter if it's 5922, which
14 they think they owe, or it's 73 or \$10,000. The
15 bottom line is, even if I go down to 5922, they
16 can't pay it.

17 JUDGE RILEY: Right.

18 MR. PARISE: Your Honor --

19 MS. Y. ANDERSON: We can't pay it in full. It's
20 not that we're asking them to give us anything.

21 The agreement with the representative
22 that your company presented to us, told us, We will

1 get it down to that amount and I will set up payment
2 plans, which was agreeable to both parties.

3 I'm sorry that we don't have a written
4 documentation showing this, that he refused, not
5 just by our word if you think just because it's
6 family members, also from Catholic Charities, also
7 from Mr. Little from the Department of Aging,
8 witnessed him --

9 MR. PARISE: The bottom line to this is, if
10 anyone made a commitment like that, they can't do
11 it. And the Commission can't order us to give you
12 over a certain amount of time. It's very clear in
13 our tariffs what you're allowed to get and what we
14 have to give you. And I'm willing to give you that
15 and then some, but it's still not enough. I don't
16 know how I can help you. I really want to, but I
17 don't know how. I'm willing to make it go down to
18 5922.

19 MS. Y. ANDERSON: We were never told.
20 Everything was dropped, as though nobody knows
21 anything and we've pretty much regressed back to the
22 beginning.

1 We, ourselves -- I mean, I understand
2 your gentlemen's frustration by just being in this
3 particular meeting. If you're frustrated here,
4 imagine ten months of these types of discussions,
5 you know. And it's too much on them. I don't want
6 them put under any more undue stress, especially
7 what we're saying, to me sounds perfectly logical,
8 the agreement was 10,000, we paid 1500 on the
9 10,000, deduct that, please, take the 878, take the
10 2,000 from Catholic Charities and come to the 5922
11 --

12 MR. GOLDSTEIN: Ms. Anderson, you've done an
13 awful lot of talking and you said a lot of things
14 over and over and over again.

15 MS. Y. ANDERSON: Yes, I have.

16 MR. GOLDSTEIN: But the bottom line is, whether
17 we're talking about 6,000, 7500, 10,000, whatever
18 the number is --

19 MS. Y. ANDERSON: Okay.

20 MR. GOLDSTEIN: -- if the Company were to give
21 you a year to pay it, just on the outstanding
22 balance, plus your current bill, could you make

1 those payments?

2 MS. Y. ANDERSON: Tell me what that figure would
3 be. No one ever discussed that.

4 JUDGE RILEY: All right.

5 MR. PARISE: Here's what I'm willing to do.

6 Can you pay anything now? Could you
7 pay a thousand dollars within ten days?

8 MS. W. ANDERSON: No. No.

9 MS. Y. ANDERSON: We can see, as long as it's
10 on -- we're willing to do so as long as it's on the
11 agreed upon amount, the 5,922. We would have to
12 see. I would not want to tell you something like
13 this. Give us an opportunity to do so and we will
14 see what can be done about that.

15 No one ever gave us -- when we tried
16 to submit something, we were rejected, as far as a
17 payment plan --

18 MR. GOLSTEIN: Judge --

19 MS. Y. ANDERSON: -- but we want a payment plan
20 based on what we really owe, which is 5,922.

21 JUDGE RILEY: In other words, ComEd would accept
22 the 5,922 right now, as of today.

1 MR. GOLDSTEIN: For settlement purposes.

2 MR. PARISE: For settlement purposes and --

3 JUDGE RILEY: Paid in full, right.

4 MR. PARISE: Right.

5 JUDGE RILEY: Otherwise, the balance is

6 7,322.29, that's the balance as of today. And to

7 break that down into 12 months, that's \$610 a month.

8 MR. PARISE: Actually, your Honor, to be honest,

9 if we go to hearing on this -- you know, ComEd took

10 monies off in good faith. I'm going to go and spend

11 monies with attorneys, I'm going to take the monies

12 they took off and put them back on the account.

13 MS. Y. ANDERSON: We were told over the phone

14 by --

15 MR. PARISE: I'll be honest.

16 MS. Y. ANDERSON: -- Mr. Parise, as well, he did

17 say they can take the money and put it back.

18 JUDGE RILEY: What can you pay each month

19 towards your electric bill, towards your

20 Commonwealth Edison bill? Can you sit down and

21 budget something roughly right now to say, This is

22 what we can afford to pay?

1 MS. Y. ANDERSON: We can definitely do so, but
2 please understand, we would have been more than
3 willing to have a number ready for you. We were
4 never given an option --

5 JUDGE RILEY: All right.

6 MS. Y. ANDERSON: -- of payment plan --

7 MR. GOLDSTEIN: Now, you've got an option.

8 MS. Y. ANDERSON: -- based on the 5922.

9 MR. GOLDSTEIN: And what I suggest your Honor to
10 do is, set this matter for evidentiary hearing --
11 30, 45 days out --

12 MR. PARISE: I guess what I would like to hear
13 from the customer is, what is their complaint? What
14 do we have to address in the hearing?

15 JUDGE RILEY: That would be my question, also.

16 MR. PARISE: That's my question.

17 JUDGE RILEY: The only thing -- the only issue
18 left, that I can see, is what you perceive to be the
19 \$1500 that was paid on October 24th, 2007, and it
20 was, apparently, in your estimation, misapplied.

21 MS. Y. ANDERSON: Yes.

22 MS. W. ANDERSON: Uh-hum.

1 MS. Y. ANDERSON: Yes.

2 MR. PARISE: Your Honor, it was applied to their
3 account, so it was not misapplied.

4 Let me make it clear. It was applied
5 to your electric service account. You may dispute
6 monies owed, but the bottom line is, they took
7 monies off, they didn't have to take off, ultimately
8 getting down to the balance we're at today is
9 something we did for you in good faith.

10 MS. Y. ANDERSON: We did quite a good things in
11 good faith, as well, Mr. Parise.

12 MR. PARISE: I agree.

13 MS. Y. ANDERSON: It's not like it's a one-sided
14 situation.

15 MR. PARISE: Bottom line, Mark mentioned
16 evidentiary -- I'd like to hear what your complaint
17 is, Number 1. And Number 2, if you can tell me how
18 much you think you can pay a month, maybe we can
19 talk about that.

20 MR. GOLDSTEIN: Do you want to talk to your
21 mother about that?

22 MS. Y. ANDERSON: We would need to because,

1 again, we're not the type of people to tell you
2 something here knowing that it's going to cause a
3 problem and not do it.

4 Our complaint, to let you know what it
5 is. Again, we are saying, once again, the agreement
6 with the representative from ComEd, whether he
7 misstepped or misspoke, I don't know, that wouldn't
8 be my position to criticize him, was the -- these
9 amounts of monies should have been applied to the
10 \$10,000 balance, not a bill after it's been raised
11 to another 2,000 or so.

12 The bill that we were told from ComEd
13 was 23,000. When we spoke to Ms. Marsaw, that's all
14 I'm saying, it was 23,000. She said what can we
15 apply --

16 MR. GOLDSTEIN: Ms. Anderson --

17 JUDGE RILEY: Mr. Goldstein, please let me hear
18 this.

19 MS. Y. ANDERSON: -- what can we apply to the
20 10,000? We told them, 1500. We would like to see
21 that deducted from there. And given the benefit of
22 doubt of what they told us, which is the balance

1 that would be left, I will set up payment plans for
2 you on the 5,922.

3 JUDGE RILEY: Commonwealth Edison said that
4 they've already applied that \$1500 to your account.
5 They have the documentation that shows that.

6 MS. Y. ANDERSON: Yes. If you would allow me,
7 your Honor. What I'm saying, with the application
8 of it, if you look at it, it's not 23. You see that
9 the 1500 is taken away from 25,199.57. That wasn't
10 the dollar amount that was stated to us. The dollar
11 amount that was stated to us, at the time of giving
12 this 1500, was \$23,000.

13 JUDGE RILEY: But I don't understand the
14 relevance of that if the fees -- the late fees and
15 penalties were waived in the amount of 13,000-some
16 dollars, then that would still reflect the
17 application of the \$1500. It was still applied to
18 the account.

19 MS. Y. ANDERSON: It would be applied to the
20 account, but not on the \$10,000, which is what we
21 were putting it towards, that's all we're saying.
22 The \$10,000 is what we were putting it towards. It

1 wasn't the 23. It was the \$10,000 that we were
2 putting the 1500 towards.

3 JUDGE RILEY: Mr. Goldstein.

4 MR. GOLDSTEIN: Judge, I mean, I don't mean any
5 disrespect, but this is the tenth time I've heard
6 the same statement over and over and over again.

7 MS. Y. ANDERSON: You keep asking us what do we
8 want.

9 MR. GOLDSTEIN: And you're not telling us what
10 you want.

11 Let's set it for hearing. Let's go
12 through the hearing process. And, quite frankly, it
13 really doesn't make any difference whether their
14 number is correct or our number is correct. If
15 they can't pay the amount, then all this is
16 irrelevant.

17 MS. Y. ANDERSON: It was already stated that we
18 could not pay the amount in full today -- it
19 was never given that. It was based on a payment
20 plan.

21 MR. GOLDSTEIN: You have not advised us today
22 and --

1 MS. Y. ANDERSON: Well, you haven't given us an
2 opportunity. Give us an opportunity, but we need to
3 know what you want us to work with.

4 MR. GOLDSTEIN: Call me or Mr. Parise, tell me
5 what you can pay and we'll see what we can do.

6 MS. Y. ANDERSON: Pay on what? Give me my
7 balance.

8 MR. GOLDSTEIN: Whatever number you want.

9 MS. Y. ANDERSON: Which is this --

10 MR. GOLDSTEIN: The 5922.

11 MS. Y. ANDERSON: -- 5,922.

12 And then we will be more than happy to
13 call you and tell you the amount --

14 JUDGE RILEY: No, you work with Mr. Goldstein or
15 Mr. Parise.

16 MS. Y. ANDERSON: I'm sorry. Then we will
17 tell you the amount that we will be able to pay on
18 that.

19 JUDGE RILEY: So why don't we set -- I'll take
20 it from here.

21 MS. W. ANDERSON: And that's on the 59- --

22 MS. Y. ANDERSON: He just said, whatever amount

1 that we do, which is all we're saying is 5,922 --

2 MR. GOLDSTEIN: 5922 --

3 JUDGE RILEY: Thank you.

4 MR. GOLDSTEIN: -- what they can pay and we'll

5 work something out.

6 MS. Y. ANDERSON: What they (sic) can pay on it.

7 JUDGE RILEY: Here's where we are.

8 MS. Y. ANDERSON: Yes.

9 JUDGE RILEY: This thing may get worked out or

10 it may not.

11 MS. Y. ANDERSON: Yes.

12 JUDGE RILEY: I think for our purposes here

13 we've reached a bit of an impasse and nothing more

14 is going to be accomplished.

15 MS. Y. ANDERSON: Yes.

16 JUDGE RILEY: Today is the 23rd of July and I

17 generally set these matters for hearing, roughly, 30

18 days out. I am going to aim to set this for

19 hearing, Wednesday, the 20th of August, that will be

20 at 10:00 a.m.

21 And I do advise the Complainant,

22 Ms. Anderson, as the Complainant in this matter, you

1 would bear the burden of proof and you would have to
2 come in with your evidence, the documentation and
3 other witnesses, your daughter or anyone else that
4 can testify on your behalf, as to the issue of the
5 application of the \$1500.

6 And in the meantime, I strongly advise
7 the parties to speak to each other and see if they
8 can --

9 MS. Y. ANDERSON: If they're willing with the
10 \$5,922 -- I'm glad that we have that on record,
11 you're willing to work with us with that, in giving
12 you a payment, we will definitely do that. We
13 will conference, make sure that we give you a
14 dollar amount that we are certain to honor and keep
15 up --

16 JUDGE RILEY: All right.

17 MS. Y. ANDERSON: -- and we'll call you and let
18 you know. That's all we're asking.

19 MS. W. ANDERSON: That's all we can do.

20 MR. PARISE: I want to get on the record, also,
21 your Honor, one thing, because I wasn't here, if we
22 agree to the \$5,922, I did make a statement that I

1 want a thousand dollars up front, okay, and then we
2 can talk about the balance, how we're going to put
3 it on there.

4 JUDGE RILEY: All right. See what you can do.

5 MR. GOLDSTEIN: So now you understand the full
6 terms of --

7 MS. Y. ANDERSON: So now it's a thousand dollars
8 up front and then the payment --

9 MS. W. ANDERSON: When? Is there a date on
10 that?

11 MR. PARISE: We talked about ten days from when
12 we agree to this, but call me.

13 MS. Y. ANDERSON: I'm sorry, call you,
14 Mr. Parise or Mr. Goldstein, because he gave me --

15 MR. GOLDSTEIN: Call Mr. Parise.

16 MS. Y. ANDERSON: Call you.

17 May I have one of your cards, please?

18 MR. PARISE: Yes (indicating).

19 JUDGE RILEY: That being the case, then, I have
20 continued this matter to August 20, that is a
21 Wednesday, 10:00 a.m.

22 And the parties, in the absence of

1 a settlement, will proceed to hearing at that
2 time.

3 Thank you very much.

4 MS. Y. ANDERSON: Thank you very much.

5 MR. GOLDSTEIN: Thank you, Judge.

6 (Whereupon, the above-entitled
7 matter was continued to
8 August 20, 2008, 10:00 a.m.)

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